



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Dispute Codes**

For the landlord: OPC FFL (severed MNDL-S and MNDCL-S)  
For the tenants: CNC FFT (severed RP, PSF, LRE)

### **Introduction**

This dispute relates to an Application for Dispute Resolution (application) by both parties. Pursuant to section 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) all unrelated disputes have been severed, which are noted above).

The landlord is seeking an order of possession based on a 1 Month Notice to End Tenancy for Cause dated January 26, 2023 (1 Month Notice) and request their filing fee. The tenant is seeking to cancel the same notice and request their filing fee.

The parties mentioned on the cover page of this decision attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, and all participants were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

### **Preliminary and Procedural Matters**

After service was addressed, the hearing continued. The tenant failed to pickup the registered mail package with the Canada Post tracking number of RN 721906823 CA. According to the Canada Post registered mail tracking website, the landlord mailed the tenant's package on April 29, 2023. Pursuant to section 90 of the Act, I find the tenant was deemed served 5 days later on May 4, 2023.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

The parties confirmed their current email addresses during the hearing and were advised that the decision would be emailed to both parties.

### Issues to be Decided

- Should the 1 Month Notice be upheld or cancelled?
- Is either party entitled to recover of the cost of the filing fee under the Act?

### Background and Evidence

The tenancy began on December 1, 2020. The tenant confirmed being served on January 26, 2023 with the 1 Month Notice. The effective vacancy date of the 1 Month Notice was February 28, 2023, which has passed. Combined there are a total of 3 causes listed as follows:

- ☐ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
- ☒ significantly interfered with or unreasonably disturbed another occupant or the landlord.
  - ☒ seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
  - ☒ put the landlord's property at significant risk

The Details of Dispute section reads:

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

1. Locked the door from inside on 01/23/2023, refused to let landlord in after a written notice posted on the front door on 01/19/2023. Police file no. BU23-2670.
2. Didn't provide access to the apartment for workmen to replace toilet water tank during November and December, 2022 while the developer arranged the replacement for every unit in the building. Informed the notice workman put on the front door with phone number and asap contact notice on Dec. 1, 2022 - tested landlord's lock.
3. Three complaint letters from strata management, 2 concerning foul insulting language toward other people in the building, 1 about covid period elevator rule violation.
4. Used rude, insulting, threatening, racist language in the email toward landlord.
3. Doesn't take proper care of the property.

Residential Tenancy Branch  
Office of Housing and Construction Standards  
#RTB-33

Page 2 of 3

The landlord presented 3 written letters from the Strata to the landlord cautioning the landlord about the tenant's behaviour as follows:

1.A. June 10, 2021:

The Resident(s) of the above noted unit spoke rude and insulting foul language to the Concierge on duty regarding Amazon packages without allowing the Concierge to explain the matter.

B. June 11, 2021:

The Resident(s) of the above noted unit spoke rude and insulting foul language to the Concierge on duty while Concierge was helping out another Resident.

2. August 24, 2021

The Resident(s) of the above noted unit entered the elevator when there were already two (2) other Residents in it, in contravention of the building Covid-19 protocols limiting the elevators to two (2) Residents or one (1) household. The Resident of Unit 2101 entered the elevator even after Residents on the elevator informed her of the rule and requested she wait.

3. May 22, 2022

It was reported that the Resident(s) of the above noted unit spoke rude and insulting foul language to another Resident. This unreasonably interferes with the rights of other people to use and enjoy the common property.

In addition, two videos were presented and viewed. The first video the tenant threatens the landlord by admitting that they had Covid and that they would cough on the landlord. The second video, the tenant denied access to the landlords for a lawful monthly inspection of the rental unit on March 8, 2023 even after the landlord presented sufficient evidence that they posted the notice of inspection on March 2, 2023, which is deemed served 3 days later on March 5, 2023 pursuant to section 90 of the Act.

The tenant was asked why they coughed on the landlord and the tenant replied because the landlord had cameras which the tenant did not authorize. The tenant was asked why they denied entry on March 8, 2023. The tenant claims it was 1:30pm to 2pm whereas the landlord stated the tenant was not being truthful as was in the morning during the time listed on the inspection notice.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, the tenant disputed the 1 Month Notice within the 10 days permitted under the Act. As a result, the landlord bears the burden of proof to provide sufficient evidence to support that at least one of the 3 causes is valid on the 1 Month Notice.

I have carefully reviewed the documentary evidence, video evidence and testimony and I find that the tenant's actions listed on the Strata warning letters, and as viewed on the two videos supports that the tenant significantly interfered with and unreasonably disturbed another occupant and the landlord. I find the tenant's explanation of the

events are nonsensical. Given the above, I find the tenancy ended on February 28, 2023. As the parties confirmed that money was paid for May 2023 but not June 2023, I grant an order of possession pursuant to section 55 of the Act effective two (2) days after service on the tenant.

As the landlord's application was successful, I grant the landlord the **\$100** filing fee pursuant to section 72 of the Act by deducting that amount from the tenant's \$850 security deposit. Pursuant to section 62(3) of the Act, I find the tenant's new security deposit being held by the landlord is \$750 effective immediately.

I do not grant the filing fee for the tenant as I dismiss their application in full, without leave to reapply due to insufficient evidence.

### Conclusion

The tenant's application is dismissed. The landlord's application is successful. The tenancy ended February 28, 2023. The landlord is granted an order of possession effective two (2) days after service on the tenant. The tenant could be held liable for all costs related to enforcement of the order of possession including court fees and bailiff costs.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 29, 2023

---

Residential Tenancy Branch